



**CURRICULA VITAE FOR INTERCARRIER COMPENSATION PANELISTS**

**I. STEVEN J. PITTERLE**

Mr. Pitterle earned his Bachelor of Science Degree in Mathematics in 1970 from the University of Wisconsin at Madison. He has over 31 years experience in the Telecommunications Industry beginning in 1970 with General Telephone Company as an Engineering Assistant in the Outside Plant Engineering Department. From 1970 through 1979, Mr. Pitterle held several positions in the Engineering Department until he transferred to the Service Department. In 1980, Mr. Pitterle joined the Regulatory Affairs Department in Wisconsin as Tariff Administrator and later became Manager of Regulatory Affairs. Over the course of his tenure with the former Verizon entities, Mr. Pitterle has held a variety of positions with increasing levels of responsibility including Compensation Coordinator for intraLATA compensation, Interexchange Account Manager for the former GTE North and State Director-External Affairs in Wisconsin. In June 1977, Mr. Pitterle transferred to Irving, Texas where he now serves as Negotiations Director.

**II. PETE D'AMICO**

Mr. D'Amico earned a Bachelor's degree in Marketing from Indiana University of Pennsylvania. He has more than 17 years of experience in the telecommunications industry as an employee of Verizon and its predecessor companies. He has held his

current position as a Senior Specialist in the Interconnection Product Management Group for the past 11 years. His responsibilities include development, implementation and management of interconnection services. Prior to his present position, Mr. D'Amico held various management positions of increasing responsibility in the staff department developing methods and procedures for carrier access interconnection products and services for wireless carriers.





**ISP RECIPROCAL COMPENSATION LANGUAGE**

**PROPOSED BY VERIZON VA TO COX**

1.25a "Extended Local Calling Scope Arrangement" means an arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area.

1.26 "FCC" means the Federal Communications Commission.

1.26a "FCC Internet Order" means the FCC's Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (adopted April 18, 2001).

1.29a "Information Access" means the provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services.

1.41a "Measured Internet Traffic" means dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined in Verizon's effective Customer Tariffs (including, but not limited to, to the extent applicable, Verizon Tariffs S.C.C.-Va.-Nos. 201 and 202). For the purposes of this definition, a Verizon local calling area includes a non-optional Extended Local Calling Scope Arrangement, but does not include an optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic.

1.60 "Reciprocal Compensation" means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in subsection 5.7).

1.60a "Reciprocal Compensation Traffic" means Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. Reciprocal Compensation Traffic does not include: (1) any Internet Traffic; (2) Toll Traffic,

including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (3) Optional Extended Local Calling Arrangement Traffic; (4) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (5) Tandem Transit Traffic.

1.71 "Toll Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic," depending on whether the originating and terminating points are within the same LATA.

1.71a "Traffic Factor 1" means a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ( $\frac{\text{Interstate Traffic Total Minutes of Use (excluding Measured Internet Traffic)}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \times 100$ ). Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU."

1.71b "Traffic Factor 2" means a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of intrastate traffic. ( $\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use}} \times 100$ ). Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU."

5.6.1.1 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Reciprocal Compensation Traffic call completion rate, Measured Internet Traffic rate, Intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A, the FCC Internet Order and applicable Tariffs, for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic as Reciprocal Compensation Traffic call completion rate, Measured Internet Traffic rate, intrastate Exchange Access rates, intrastate/interstate Tandem or Tandem Transit Traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A, the FCC Internet Order and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

5.6.1.2 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation and Toll Traffic on the same trunk group, the terminating Party shall bill its interstate Switched Exchange Access Service rates for all traffic passed without CPN unless the Parties agree that such other rates should apply to such traffic.

5.6.2 Either Party may classify traffic as either Reciprocal Compensation Traffic/Measured Internet Traffic or Toll Traffic for billing purposes by using Traffic Factor 1 and Traffic Factor 2, in lieu of CPN information. The Traffic Factor 1 and Traffic Factor 2 applicable upon the Effective Date are specified in Schedule 5.6. Such Traffic Factors may be updated by the originating Party quarterly by written notification. The determination of whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be in accordance with Section 5.7.5, below.

**5.7 Reciprocal Compensation Arrangements – Section 251(b)(5)**

5.7.1 The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic over the terminating carrier's switch in accordance with Section 251(b)(5) of the Act at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and subsection 20.1. These rates are to be applied at the Cox-IP for traffic delivered by Verizon, and at the Verizon-IP for traffic delivered by Cox. No additional charges shall apply for the termination of such Reciprocal Compensation Traffic delivered to the Verizon-IP or the Cox-IP by the other Party, except as set forth in Exhibit A. When such Reciprocal Compensation Traffic is terminated over the same trunks as IntraLATA Toll Traffic, any port or transport or other applicable access charges related to the delivery of IntraLATA Toll Traffic from the IP to an end user shall be prorated to be applied only to the IntraLATA Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the originating and terminating NPA-NXXs points of the complete end-to-end communication. Reciprocal Compensation shall apply to Internet Traffic handed off from one Party to the other Party via the switched network for delivery to an Internet Service Provider ("ISP") for carriage over the Internet.

5.7.2 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this subsection 5.7, but instead shall be treated as described or referenced below:

(a) Traffic that (i) is delivered by Verizon to Cox, (ii) originates from and/or terminates to a third party carrier, and (iii) is not switched access traffic shall be treated as Tandem Transit Traffic under Section 7.3.

(b) Traffic that (i) is delivered by Cox to Verizon, (ii) originates from and/or terminates to a third party carrier, and (iii) is not switched access traffic shall be treated as Tandem Transit Traffic under Section 7.3.

(c) Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with subsection 6.3.

(d) *No Reciprocal Compensation shall apply to Internet Traffic.*



(e) No Reciprocal Compensation shall apply to traffic that is not switched by the terminating Party, such as special access, private line, or any other nonswitched traffic.

(f) Compensation for IntraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Virginia) shall be provided for under a separate arrangement mutually agreed to by the Parties.

(g) Any other traffic not specifically addressed in this subsection 5.7 shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating traffic.

5.7.3 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

5.7.4 The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

5.7.4 The designation of traffic as Local or IntraLATA Toll for purposes of compensation shall be based on the horizontal and vertical coordinates associated with the originating and terminating NPA-NXXs of the call, regardless of the carrier(s) involved in carrying any segment of the call.

5.7.5 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

5.7.6 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in Virginia in accordance with the terms of a separate IntraLATA Telecommunications Services Settlement Agreement between the Parties, to be executed no later than 90days following the Effective Date of this Agreement.

5.7.7 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order, and other applicable FCC orders and FCC Regulations. Notwithstanding any other provision of this Agreement or any Tariff,

a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.

5.7.8 In addition to those audit rights provided in Section 5.7.5 above, Verizon may conduct audits of the traffic billed as Reciprocal Compensation Traffic to determine whether such traffic is Reciprocal Compensation Traffic and therefore subject to Reciprocal Compensation. If any such traffic is determined not to be Reciprocal Compensation Traffic, Verizon shall not pay Reciprocal Compensation for that portion which is determined not to be Reciprocal Compensation Traffic.

#### **7.1 Information Services Traffic**

The following provisions shall apply only to Cox-originated Information Services Traffic directed to an Information Services platform connected to Verizon's network, should Cox elect to deliver such traffic to Verizon. At such time as Cox connects Information Services platforms to its network, the Parties shall agree upon a comparable arrangement for Verizon-originated Information Services Traffic. The Information Services Traffic subject to the following provisions is circuit switched voice traffic, delivered to information service providers who offer recorded announcement information or open discussion information programs to the general public. Information Services Traffic does not include Internet Traffic.





**ISP RECIPROCAL COMPENSATION LANGUAGE**  
**PROPOSED BY VERIZON VA TO AT&T AND WORLDCOM**

**1. Traffic Measurement and Billing over Interconnection Trunks**

- 1.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.
  - 1.1.1 As used in this Section 0, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Order.
  - 1.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.
  - 1.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.
- 1.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determinations as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Section 2.3.2.1 below.
- 1.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to

provide the necessary Traffic data in conjunction with any such audit in a timely manner.

- 1.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

**2. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act**

- 2.1 Reciprocal Compensation Traffic Interconnection Points. [NOTE: SECTION 2.1 TO BE REVISED CONSISTENT WITH VERIZON'S COMPROMISE VGRIP PROVISIONS CONTAINED IN THE PROPOSED AT&T INTERCONNECTION AGREEMENT THAT VERIZON ATTACHED TO THE ANSWER IT FILED WITH THE FCC.]

- 2.1.1 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which \*\*\*CLEC Acronym TXT\*\*\* will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("\*\*\*CLEC Acronym TXT\*\*\*-IPs") shall be as follows:

- 2.1.1.1 For each LATA in which \*\*\*CLEC Acronym TXT\*\*\* requests to interconnect with Verizon, except as otherwise agreed by the Parties, \*\*\*CLEC Acronym TXT\*\*\* shall establish a \*\*\*CLEC Acronym TXT\*\*\* IP in each Verizon Rate Center Area where \*\*\*CLEC Acronym TXT\*\*\* chooses to assign telephone numbers to its Customers. \*\*\*CLEC Acronym TXT\*\*\* shall establish such \*\*\*CLEC Acronym TXT\*\*\*-IP consistent with the methods of interconnection and interconnection trunking architectures that it will use pursuant to Section \_\_\_\_ or Section \_\_\_\_ of this Attachment.

- 2.1.1.2 At any time that \*\*\*CLEC Acronym TXT\*\*\* establishes a Collocation site at a Verizon End Office Wire Center in a LATA in which \*\*\*CLEC Acronym TXT\*\*\* is interconnected or requesting interconnection with Verizon, either Party may request in writing that such \*\*\*CLEC Acronym TXT\*\*\* Collocation site be established as the \*\*\*CLEC Acronym TXT\*\*\*-IP for traffic originated by Verizon Customers served by that End Office. Upon such request, the Parties shall negotiate in good faith mutually acceptable arrangements for the transition to such \*\*\*CLEC Acronym TXT\*\*\*-IP. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) \*\*\*CLEC Acronym TXT\*\*\* shall bill and Verizon shall pay the lesser of the negotiated intercarrier compensation rate or the End Office Reciprocal Compensation rate for the relevant traffic less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from \*\*\*CLEC Acronym TXT\*\*\* or a third party), from the originating Verizon End Office to the receiving \*\*\*CLEC Acronym TXT\*\*\*-IP.

- 2.1.1.3 In any LATA where the Parties are already interconnected prior to the effective date of this Agreement, \*\*\*CLEC Acronym TXT\*\*\* may maintain existing CLEC-IPs, except that Verizon may request in writing to transition such \*\*\*CLEC Acronym TXT\*\*\*-IPs to the \*\*\*CLEC Acronym TXT\*\*\*-IPs described in subsections 2.1.1.1 and 2.1.1.2, above. Upon such request, the Parties shall negotiate mutually satisfactory arrangements for the transition to CLEC-IPs that conform to subsections 2.1.1.1 and 2.1.1.2 above. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) \*\*\*CLEC Acronym TXT\*\*\* shall bill and Verizon shall pay only the lesser of the negotiated intercarrier compensation rate or the End Office reciprocal compensation rate for relevant traffic, less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from \*\*\*CLEC Acronym TXT\*\*\* or a third party), from Verizon's originating End Office to the \*\*\*CLEC Acronym TXT\*\*\* IP.
  - 2.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("Verizon-IPs") shall be as follows:
    - 2.1.2.1 For Reciprocal Compensation Traffic delivered by \*\*\*CLEC Acronym TXT\*\*\* to the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Tandem switch.
    - 2.1.2.2 For Reciprocal Compensation Traffic delivered by \*\*\*CLEC Acronym TXT\*\*\* to the Verizon terminating End Office serving the Verizon Customer, the Verizon-IP will be Verizon End Office switch.
  - 2.1.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such \*\*\*CLEC Acronym TXT\*\*\*-IP is not located at a Collocation site at a Verizon Tandem Wire Center or Verizon End Office Wire Center, then \*\*\*CLEC Acronym TXT\*\*\* shall permit Verizon to establish physical Interconnection through collocation or other operationally comparable arrangements acceptable to Verizon at the \*\*\*CLEC Acronym TXT\*\*\*-IP.
  - 2.1.4 Each Party is responsible for delivering its Reciprocal Compensation Traffic that is to be terminated by the other Party to the other Party's relevant IP.
- 2.2 Reciprocal Compensation.
- The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates stated in the [Pricing Attachment]. These rates are to be applied at the \*\*\*CLEC Acronym TXT\*\*\*-IP for traffic

delivered by Verizon for termination by \*\*\*CLEC Acronym TXT\*\*\*, and at the Verizon-IP for traffic delivered by \*\*\*CLEC Acronym TXT\*\*\* for termination by Verizon. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer of Reciprocal Compensation Traffic delivered to the Verizon-IP by \*\*\*CLEC Acronym TXT\*\*\* or the \*\*\*CLEC Acronym TXT\*\*\*-IP by Verizon. When such Reciprocal Compensation Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

**2.3     Traffic Not Subject to Reciprocal Compensation.**

2.3.1     Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access.

2.3.2     Reciprocal Compensation shall not apply to Internet Traffic.

2.3.2.1     The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

2.3.3     Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.

2.3.4     Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.

2.3.5     Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

2.3.6     Reciprocal Compensation shall not apply to Tandem Transit Traffic.

2.3.7     Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section [?]).

2.4     The Reciprocal Compensation charges (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by \*\*\*CLEC Acronym TXT\*\*\* to Verizon shall not exceed the Reciprocal Compensation charges (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to \*\*\*CLEC Acronym TXT\*\*\*.

**3.     Other Types of Traffic**



- 3.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.
- 3.2 Subject to Section 3.1 above, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.
- 3.3 For any traffic originating with a third party carrier and delivered by \*\*\*CLEC Acronym TXT\*\*\* to Verizon, \*\*\*CLEC Acronym TXT\*\*\* shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by \*\*\*CLEC Acronym TXT\*\*\*.
- 3.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.
- 3.5 Interconnection Points.
  - 3.5.1 The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 2.1 above.
  - 3.5.2 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 2.1 above.
  - 3.5.3 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.

3.6 Extended Local Calling Scope Arrangement.

An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area.

3.7 FCC Internet Order.

Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Inter-carrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, adopted April 18, 2001.

3.8 FCC Regulations.

The unstayed, effective regulations promulgated by the FCC, as amended from time to time.

3.9 Internet Traffic.

Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

3.10 IP (Interconnection Point).

For Reciprocal Compensation Traffic, the point at which a Party who receives Reciprocal Compensation Traffic from the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic.

3.11 Measured Internet Traffic.

Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined in Verizon's applicable tariffs. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis, are not considered Measured Internet Traffic.

3.12 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section [?]).

3.13 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined in Verizon's applicable tariffs. Reciprocal Compensation Traffic does not include: (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined in Verizon's applicable tariffs; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; or, (7) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment). For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

3.14 Toll Traffic.

Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.

3.15 Traffic Factor 1.

For traffic exchange via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. 
$$\left( \frac{\text{Interstate Traffic Total Minutes of Use (excluding Measured Internet Traffic Total Minutes of Use)}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \right) \times 100$$
. Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU."

3.16 Traffic Factor 2.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of intrastate traffic. 
$$\left( \frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use}} \right) \times 100$$
. Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU."



Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

**RECEIVED**

SEP 27 2001

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

In the Matter of )  
Petition of WorldCom, Inc. Pursuant )  
to Section 252(e)(5) of the )  
Communications Act for Expedited )  
Preemption of the Jurisdiction of the ) CC Docket No. 00-218  
Virginia State Corporation Commission )  
Regarding Interconnection Disputes )  
with Verizon Virginia Inc., and for )  
Expedited Arbitration )

In the Matter of ) CC Docket No. 00-249  
Petition of Cox Virginia Telecom, Inc., etc )

In the Matter of )  
Petition of AT&T Communications of )  
Virginia Inc., etc ) CC Docket No. 00-250

**VERIZON VA'S DIRECT TESTIMONY ON NON-MEDIATION ISSUES**  
(CATEGORIES I AND III THROUGH VII)

**BUSINESS PROCESS**

• MARYELLEN LANGSTINE

JULY 31, 2001

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3 **I. INTRODUCTION**  
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5 **Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH VERIZON AND**  
6 **YOUR BUSINESS ADDRESS.**

7 A. My name is Maryellen Langstine. Since September 1, 2000, I have served as  
8 Director Competitive Local Exchange Carrier ("CLEC") Customer Support. My  
9 business address is 741 Zeckendorf Boulevard, Garden City, New York.  
10

11 **Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND**  
12 **AND EXPERIENCE.**

13 A During my 22 years of experience with Verizon, I have held numerous positions,  
14 each with increasing responsibility. I have directed a number of teams dedicated  
15 to customer service delivery. I have headed central office, installation and  
16 maintenance field operations teams for POTs and special services. Most recently,  
17 I was the Director of Operations for several service centers for Verizon's largest  
18 retail business customers in Long Island, Pennsylvania and Delaware.  
19

20 **Q. WHAT ARE YOUR RESPONSIBILITIES IN YOUR CURRENT**  
21 **POSITION?**

22 A. I am responsible for the production support of the Line Loss Report and  
23 reviewing procedures and documentation to ensure consistency across the  
24 Wholesale CLEC Customer Support team. Additionally, I am responsible for  
25 responding to issues brought to the team by CLECs.

1    **Q.    HAVE YOU EVER TESTIFIED BEFORE?**

2    A.    No.

3

4    **Q.    WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

5    A.    The purpose of my testimony is to explain Verizon VA's position with regard to  
6           Issue I-8. That is, to explain why Verizon VA has both a right and an obligation  
7           to monitor CLECs' access to and use of customer proprietary network  
8           information ("CPNI") made available to them through the Verizon VA network.

9

10       **II. ISSUE I-8: CUSTOMER PROPRIETARY NETWORK INFORMATION**

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12   **Q.    BRIEFLY DESCRIBE THE DISPUTE REGARDING THIS ISSUE.**

13   A.    The dispute over this issue focuses on Verizon VA's electronic monitoring of the  
14           CLECs' use of OSS information, which includes CPNI. COX and WorldCom  
15           suggest that they should not be subject to such monitoring. Verizon VA,  
16           however, has both a right and an obligation to conduct such electronic monitoring.

17

18   **Q.    PLEASE EXPLAIN WHY VERIZON VA ELECTRONICALLY**  
19           **MONITORS OSS USAGE.**

20   A.    Verizon VA conducts electronic monitoring for two legitimate purposes. First,  
21           electronic monitoring of the CLECs' access to and use of OSS information is the  
22           only way that Verizon VA can safeguard CPNI entrusted to it by customers and  
23           other third parties. Second, electronic monitoring of the use of Verizon VA's

OSS is the only way that Verizon VA can protect against misuse or overuse of those systems, which are critical to the interconnection of all CLECs.

**Q. HOW DOES ELECTRONIC MONITORING ALLOW VERIZON VA TO SATISFY THESE OBLIGATIONS?**

A. Verizon VA is obligated under the Telecommunications Act and the interconnection and resale agreements with other CLECs to provide non-discriminatory access to its OSS. In order to ensure that all CLECs have access to Verizon VA's OSS, Verizon VA must ensure that it has the capacity to handle all CLEC requests. Through electronic monitoring, Verizon can keep up with increased usage of the OSS, identify additional capacity requirements or misuse by CLECs, and immediately take the appropriate corrective action.

Verizon VA is also obligated under § 222 of the Telecommunications Act to protect the confidentiality of CPNI. Electronic monitoring of the OSS allows Verizon VA to identify a CLEC that is using the OSS to gain unauthorized access to CPNI. For example, larger than normal pre-order activity might indicate a CLEC is using the OSS to gather confidential marketing information for which it has not obtained the proper customer authorization. Without electronic monitoring, Verizon VA could not detect this type of abuse. As a result, it could not meet its legal obligations to safeguard CPNI, nor could it provide the required assistance to regulatory agencies investigating these types of claims.



1    **Q.    DOES THIS CONCLUDE YOUR TESTIMONY?**

2

3    **A.    Yes.**

**Declaration of Maryellen Langstine**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 30<sup>th</sup> day of July, 2001.

  
Maryellen Langstine